

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

Attachment # 1
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SIDEWALK PERFORMANCE AGREEMENT

THIS AGREEMENT is hereby made and entered into this 17th day of April, A.D., 2003, between Killearn Commons III, Inc., hereinafter called "the Developer," and Leon County, a political subdivision of the State of Florida, hereinafter called "the County."

WHEREAS, Killearn Commons III, Inc. has presented to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated Deerfield Plantation which map or plat is hereby attached as Exhibit A and made a part hereof by reference, and

WHEREAS, as a condition to the acceptance and recording of said map or plat, the County has required that the Developer enter into an agreement to construct sidewalks in said subdivision in accordance with plans and specifications approved by the County within a period of 2 years or 75% build out whichever comes first from date hereof, and to further agree to maintain sidewalks aforesaid for a period of two (2) years after completion of such construction, or to reimburse the County for all expenses incurred in repair or defects in materials and/or workmanship that become apparent within two (2) years after completion of such construction, and acceptance, and to post bond in the amount of \$88,961.40 conditioned for the faithful performance of said agreement, said bond to have as surety thereon some surety company authorized to do business under the laws of the State of Florida.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct sidewalks in Deerfield Plantation in accordance with plans and specifications approved by the County, within a period of 2 years from date hereof, or 75% build out, whichever comes first, and upon completion of said construction and acceptance thereof by the County to maintain said sidewalks for a period of two (2) years, or to reimburse the County for all expenses incurred in repair of any defects in materials and/or workmanship that become apparent within two (2) years after completion of construction of said sidewalks and acceptance thereof by the County.

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by surety bond in the amount of \$88,961.40 with surety thereon approved by the County.

IN WITNESS WHEREOF, Killearn Commons III, Inc. has hereunto caused its name to be signed and its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

BY: [Signature] (SEAL)
Its President

ATTEST:

[Signature]
Witness Signature

[Signature]
Typed or Printed Name

LEON COUNTY, FLORIDA

By: _____
TONY GRIPPA, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____



Member of Liberty Mutual Group

Liberty Mutual Insurance Company
1051 Winderley Place, Suite 105
Maitland Florida, 32751
407-667-1744 / 407-667-4364 (Fax)

DUPLICATE ORIGINAL

Bond Number: 964-000-192

This is the front page of the performance/payment bond issued in compliance with Florida Statute 255.05.

Contractor Name: KILLEARN COMMONS III, INC.

Contractor Address: C/O SANDCO, INC., 2811-E INDUSTRIAL PLAZA DRIVE
TALLAHASSEE, FL 32301

Contractor Phone Number: 850-402-1111

Owner Name: BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA

Owner Address: 2280 MICCOSUKEE RD.
TALLAHASSEE, FL

Owner Phone Number:

Obligee Name (if different from property owner):

Obligee Address:

Obligee Phone Number

Contract Number (assigned by owner):

Project Description: DEERFIELD PLANTATION COMPLETION BOND FOR SIDEWALKS

Project Address: TALLAHASSEE, FL

Legal Description of Property:

This is the Front Page of the bond. All other pages are subsequent regardless of preprinted numbers.

DUPLICATE ORIGINAL

Bond #

964-000-192

PERFORMANCE BOND

WHEREAS Killearn Commons III, Inc. HAS DELIVERED TO THE Board of County Commissioners of Leon County, Florida hereinafter called the Board, a certain map or plat of a subdivision named and designated Deerfield Plantation and,

WHEREAS, as a condition to acceptance, approval and recording of said map or plat the Board has required that Killearn Commons III, Inc. enter into agreement relative to ~~construction~~ sidewalk completion ~~making and maintenance of the roads and streets and the construction and installation of all drainage facilities in said subdivision, and to post or to cause to be posted a bond in the amount of \$88,961.40--~~ condition upon the faithful performance of said agreement, said bond to have as surety hereon a surety company authorized to do business in the State of Florida, and approved by the Board and,

WHEREAS Killearn Commons III, Inc. for valuable consideration has agreed to post bond for and in behalf of Leon County

THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Killearn Commons III, Inc. as principal, and Liberty Mutual Insurance Company as surety company authorized to do business in the State of Florida, as surety, are held and firmly bound unto Leon County, for which payment well and truly to be made the said principal surety bond themselves and their respective successors and assigns, jointly and severally, by these presents.

The condition of this obligation is that if Killearn Commons III, Inc. shall faithfully perform the contract on part and shall fully identify and save harmless Leon County from all costs and damages which the County may suffer by reason of failure so to do, and shall fully reimburse and repay said County for all outlay and expenses which the County may incur in

DUPLICATE ORIGINAL

making good any default in the performance of said contract, then this obligation shall be null and void, otherwise remain in full force and effect, a copy of said contract being attached hereto and made a part hereof by reference.

IN WITNESS WHEREOF, the said principal and said surety have hereunto caused their corporate names to be signed and their corporate seals affixed this 28TH day of FEBRUARY, A.D. ~~xxx~~ 2003.

751 477

Killearn Commons III, Inc.

PRINCIPAL

By: [Signature] (SEAL)
Its President

ATTEST

[Signature] (SEAL)
Its Secretary

Liberty Mutual Insurance Company (SEAL)

SURETY

By: Cindi Cavallaro (SEAL)
Its Attorney-in-Fact, Cindi Cavallaro

CORPORATE SEAL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

Attachment # 1
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KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **BOBBY BACON, BOBBY NYLEN, PHILLIP BACON, VAN MADSEN, BARBARA LEWANDOWSKI, CINDI CAVALLARO, DAVID NEWELL, ALL OF THE CITY OF TALLAHASSEE, STATE OF FLORIDA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bonds and consents of surety for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority required by the Department of Transportation, State of Florida, LIMITED in the amount of **TWENTY-FIVE MILLION AND 00/100** DOLLARS (\$ **25,000,000.00**) each, and the execution of such bonds and consents of surety, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XVI - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer or other official of the company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the company by their signature and execution of any such instruments and to attach thereto the seal of the company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XVI, Section 5 of the By-laws, Timothy C. Mulloy, an official of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. All Powers of Attorney attested to or executed by Timothy C. Mulloy in his capacity as an officer or official of Liberty Mutual Insurance Company, whether before, on or after the date of this Authorization, including without limitation Powers of Attorney attested to or executed as Assistant Secretary of Liberty Mutual Insurance Company, are hereby ratified and approved.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 18th day of December, 2002

LIBERTY MUTUAL INSURANCE COMPANY

By Timothy C. Mulloy
Timothy C. Mulloy, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of December, 2002, before me, a Notary Public, personally came Timothy C. Mulloy, to me known, and acknowledged that he is an official of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Teresa Pastella
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XVI, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28TH day of FEBRUARY, 2003

John F. X. Hee
John F. X. Hee, Assistant Secretary